

**WHGC, P.L.C.**

JEFFREY C.P. WANG (SBN 144414)  
 JeffreyWang@WHGCLaw.com  
 JOHN E. GIUST (SBN196337)  
 JohnGiust@WHGCLaw.com  
 KATHLEEN E. ALPARCE (SBN 230935)  
 KathleenAlparce@WHGCLaw.com  
 JESSICA A. CRABBE (SBN 263668)  
 JessicaCrabbe@WHGCLaw.com  
 1301 Dove Street, Suite 1050  
 Newport Beach, CA 92660  
 Telephone: (949) 833-8483  
 Facsimile: (866) 881-5007

EDWIN K. PRATHER (CABN 190536)  
 edwin@pratherlawoffices.com

**PRATHER LAW OFFICES**

245 Fifth Street, Suite 103  
 San Francisco, California 94103  
 Telephone: (415) 881-7774

***Attorneys for Defendants***

XINGKE ELECTRONICS (DONGGUAN) CO., LTD. formerly known as  
 SINCO ELECTRONICS (DONGGUAN) CO. LTD., MUI LIANG TJOA aka  
 ML TJOA, NG CHER YONG aka CY NG, and LIEW YEW SOON aka  
 MARK LIEW

## UNITED STATES DISTRICT COURT

## NORTHERN DISTRICT OF CALIFORNIA

SINCO TECHNOLOGIES PTE LTD.,

Plaintiff,

v.

SINCO ELECTRONICS (DONGGUAN)  
 CO., LTD.; XINGKE ELECTRONICS  
 (DONGGUAN) CO., LTD.; XINGKE  
 ELECTRONICS TECHNOLOGY CO.,  
 LTD.; SINCOO ELECTRONICS  
 TECHNOLOGY CO., LTD.; MUI LIANG  
 TJOA (an individual); NG CHER YONG  
 AKA CY NG (an individual); and LIEW  
 YEW SOON AKA MARK LIEW (an  
 individual),

Defendants.

**AND RELATED COUNTER-CLAIMS.**

CASE NO. 3:17CV5517 EMC

**DEFENDANTS' SUPPLEMENTAL  
 UPDATED JOINT STATUS  
 CONFERENCE STATEMENT**

Date: **December 19, 2019**  
 Time: **1:30 PM**  
 Courtroom: **5, 17<sup>th</sup> Floor**

**[Sec. Amend. Complaint: February 23, 2018]**

Defendants Ng Cher Yong AKA Cy Ng (“Mr. Ng”), Mui Liang Tjoa (“Mr. Tjoa”), Liew Yew Soon AKA Mark Liew (“Mr. Liew”) and Xingke Electronics (Dongguan) Co., Ltd. (“Xingke”)<sup>1</sup> (collectively, “Parties”) submit this Supplemental Updated Joint Status Conference Statement to Plaintiff SINCO TECHNOLOGIES PTE, LTD.’s (“SinCo”) Updated Joint Status Conference Statement [Dkt. 321] in accordance with the Court’s Minute Entry of **November 12, 2019** and **December 13, 2019** [Dkt. 295 and 304.]

To note for the Court regarding the parties’ separate filings, Defendants inquired from SinCo as to whether a further updated status conference statement was necessary in light of the parties recent filing of an Updated Joint Case Management Conference Statement on December 12, 2019 and no mention of such requirement as part of the Court’s order to reset the Case Management Conference from December 19, 2019 to January 16, 2020 [Dkt. 304], but inquired as to whether SinCo believed such was necessary and if so, Defendants requested the courtesy of SinCo providing the provisions of the requirement to do so. Defendants did not receive a response from SinCo but nonetheless were in the process of preparing their portions of the Status Conference Statement when Defendants received notice of SinCo’s filing.

To note further, the draft Joint Status Conference Statement provided by SinCo for Defendants’ revisions was not the most recent draft used in conjunction with the parties’ Joint Status Conference Statement of December 12, 2019 [Dkt. No. 303]. Therefore, with apologies to the Court for the parties’ separate submissions, Defendants supplement SinCo’s filing as follows:

The above-referenced case concerns trademark infringement and related federal and state torts. The plaintiff is SinCo Technologies Pte, Ltd. (“SinCo”), a Singaporean company. It initiated this lawsuit on **September 22, 2017**, a year after filing a related lawsuit in State Court. [Dkt. 1.] The following entities and persons were sued:

**Sinco Electronics (Dongguan) Co., Ltd.,** a Chinese company, now known as XingKe Electronics (Dongguan) Co., Ltd. (“XingKe”). A default was entered by the Clerk

---

<sup>1</sup> Sinco Electronics (Dongguan) Co. Ltd. changed its name to Xingke Electronics (Dongguan) Co. Ltd. in March of 2017.

in the Action on **August 24, 2018**, and later set aside by stipulation on **December 19, 2018** [Dkt. 111] followed by an Answer and Counterclaims to the Second Amended Complaint filed by DG on **January 29, 2019** [Dkt. 135];

**Mr. Ng**, an employee of DG and a former employee of SinCo appeared in this Action on **March 16, 2018** [Dkt. 33]; and

**Mr. Liew**, an employee of DG and a former employee of SinCo who filed an answer with counterclaims against SinCo on **November 16, 2019** [Dkt. 99.]

In its Second Amended Complaint, filed on **February 23, 2018**, SinCo added the following defendants to this case [Dkt. 23]:

**XingKe Electronics (Dongguan) Co., Ltd.**, a Chinese company, formerly known as SinCo Electronics (Dongguan) Co., Ltd., ("XingKe"), who filed its answer and counterclaim against SinCo on **January 29, 2019** [Dkt. 135];

**Sincoo Electronics Technology Co., Ltd.**, (also alleged to be affiliated with SinCo China) thereafter a default was entered by the Clerk on **December 17, 2018** [ECF 110]; and

**Mr. Tjoa** (a former executive of XingKe and former President and CEO of Jinlong Machinery and Electronics Co., Ltd.) who filed an answer on **November 1, 2018** [Dkt. 87].

#### **I. JURISDICTION, VENUE, AND SERVICE.**

This Court has subject matter jurisdiction over SinCo's Lanham Act claims under 15 U.S.C. §1051, et seq. This Court has jurisdiction over the subject matter of this action under the Judicial Code, 28 U.S.C. §§1331 (a federal question) and 1338(a) and (b) (Acts of Congress relating to trademarks), the Lanham Act, 15 U.S.C. §1121, et seq., and principles of supplemental jurisdiction. Venue is proper in this judicial district pursuant to 28 U.S.C. §1391(b)(2),(c) and §1400(a). The nucleus of facts giving rise to Plaintiff's claims occurred in this jurisdiction and the United States ("U.S"). This is the second action brought by SinCo; the first action was brought on **October 28, 2016** in the Superior Court of California, County of Santa Clara, Case No. 16-cv-

301867 (the "State Action").

On **February 19, 2019** Plaintiff filed a Motion for Leave to File Third Amended Complaint. (Dkt. 143.) On the hearing of said motion on **April 18, 2019**, Judge Chen directed the parties to limit the scope of this litigation to the trademark claims, directing that the employment and trade secret issues be litigated in the Santa Clara Superior action. To facilitate that end the Defendant Liew agreed to withdraw his Counterclaims [Dkt. 99] in whole and XingKe agreed to make an appearance in the Santa Clara Superior Action and withdraw counterclaims. Specifically, on **April 18, 2019**, Judge Chen stated:

*Accordingly, the Court conditionally DENIES Sinco Singapore's motion to amend. The denial is conditioned on Sinco China making an appearance in the state action and on Sinco China and Mr. Liew dismissing the counterclaims described above in this action (with the intent to pursue the counterclaims in the state action instead). Because Mr. Liew will be dismissing his counterclaims, Sinco Singapore's motion to dismiss his counterclaims is conditionally DENIED as moot. [Dkt. No. 195 2:22-3:3]*

On **August 29, 2019**, SinCo filed a Motion for Partial Summary Judgment. [Dkt. 247.] The Clerk reset this hearing for **December 19, 2019**. [Dkt. 277.] On **December 11, 2019**, Xingke filed a Motion for Partial Summary Judgment [Dkt. 299.] The Clerk reset the hearing on the cross motions for **January 16, 2020**. [Dkt. 304.] In addition, however, on **January 9, 2020**, Defendants CY Ng and Mark Liew filed their own Motion for Partial Summary Judgment [Dkt. 319], which is factually and substantively related to the other motions for partial summary judgment but is set to be heard on **February 27, 2020**.

Defendants have also filed an Application to Revise the Case Management and Pretrial Order for Jury Trial and Continue Final Pretrial Conference and Trial [Dkt. 311, Dkt. 312 corrected] set to be heard on **February 6, 2020**. Defendants have since filed a Motion to Shorten Time to Consider Motion for Administrative Relief [Dkt. 318] of its Application, which is currently pending for consideration before the Court.

The parties participated at a telephonic settlement conference scheduling call before Magistrate Judge Beeler on December 12, 2019 [Dkt. 302] and, thereafter, agreed to a further settlement conference, this time before Magistrate Judge Beeler, on **March 13, 2020**.

#### ***SINCO'S STATEMENT:***

Defendants respectfully request the Court refer to SinCo's statement, as provided in its

Updated Joint Status Conference Statement [Dkt. 321].

**DEFENDANTS' STATEMENT:**

*(i) The Creation of a Joint Venture and Close Relationship of the Parties.*

Plaintiff Sinco Technologies Pte Ltd. was founded by Bryan Lim in 1995 in Singapore and served as a supplier of various electronic components to many western firms. SinCo itself was and is primarily a sales and marketing company without any manufacturing facility. Since the very beginning, after obtaining purchase orders from customers, SinCo would outsource to different manufacturing factories in Asia including China.

Defendant Sinco Electronics (Dongguan), now known as XINGKE ELECTRONICS (DONGGUAN) CO., LTD, was one of such manufacturing factories that SinCo used since early 2000s. As a separate legal entity, Xingke was registered in China in around 2005 by three individuals, including Bryan Lim as a minority shareholder and another gentleman (Mr. Xu) as a majority shareholder. Even though SinCo did not own any interest in Xingke, the companies worked closely because Bryan Lim was a shareholder behind both.

Since the very beginning, the relationship between SinCo and Xingke was intertwined, which was intentionally designed by Bryan Lim. In fact, Bryan Lim deliberately turned SinCo, Xingke, and several other companies affiliated with Bryan Lim into a "joint venture", and even gave a name to the joint venture called "Sinco Group". Since the very beginning, Bryan Lim and SinCo held themselves out to be a large, capable and sophisticated enterprise called the Sinco Group. The Sinco Group had multiple locations around the globe, including a sales office in Singapore (i.e. SinCo Singapore), companies in Hong Kong, Samoa, Taiwan, and manufacturing factories in China (i.e. Xingke) and Malaysia. In reality, there was never a legal entity called the Sinco Group who served as the parent company or had the controlling ownership of the member companies.

The grouping of so many different companies together was to create the impression that the Sinco Group was a world-wide leader in the industry and more importantly, it had its own manufacturing facilities. In this way, customers would feel that they were dealing with manufacturing factories directly without going through some middlemen, which was good for

1 quality control and cost savings.

2 When the joint venture was operating, members including SinCo and Xingke had joint  
3 control over the venture, they shared profits of the undertaking, and both of them had ownership  
4 interest in the joint venture. As a result, customers were led to believe that the Sinco Group was a  
5 top-tier enterprise in the industry with its own manufacturing facilities.

6 *(ii) The Signs and Consequences of the Joint Venture.*

7 Bryan Lim and SinCo went to great lengths to ensure that Xingke would always appear as  
8 part of the joint venture of the Sinco Group, including but not limited to the following:

9 · Xingke was only a Chinese company and had an official Chinese name registered  
10 with the Chinese government. But when communicating with outside customers, its  
11 official English name became “Sinco Electronics (Dongguan) Co. Ltd.” This name was  
12 used for more than ten years (from 2005 until 2017). The word “Sinco” was intentionally  
13 used to signal that Xingke was part of the Sinco Group as Bryan Lim intended.

14 · For more than ten years since 2005, Xingke used the “@sincocn.cn” email  
15 address and used “sincocn.cn” as its company website, further indicating that Xingke was  
16 part of the Sinco Group.

17 · For more than ten years since 2005, SinCo required Xingke and its employees to  
18 use SinCo’s “Sinco” trademarks and logos for all internal or external purposes without  
19 any restrictions, making Xingke appear as part of the Sinco Group.

20 · For more than ten years since 2005, SinCo’s marketing materials including  
21 websites consistently listed Xingke as its manufacturing facility under the common and  
22 joint name of “Sinco”.

23 · For more than ten years since 2005, SinCo repeatedly informed customers that  
24 Xingke was the manufacturing facility of the Sinco Group, and SinCo arranged frequent  
25 customer visits to Xingke’s factory in China and told customers that they were actually  
26 visiting the manufacturing facility of the Sinco Group.

27 As a result of this joint relationship, from the very beginning SinCo and Xingke shared  
28 resources, technologies, and customers. For example, SinCo and Xingke shared customers in a

1 way that customers always believed that there was no distinction between SinCo and Xingke.  
2 More importantly, SinCo gave an open ended and free license to Xingke to use the “Sinco  
3 trademarks” since 2005.

4 As a result, the “Sinco” trademark and the customers belonged to the joint venture, not  
5 SinCo. Because Xingke was a member of the joint venture, it had the full right to use the  
6 trademarks and develop customers. Consequently, Xingke neither infringed SinCo’s trademarks  
7 nor stole trade secrets from SinCo. In fact, documents indicate that SinCo instructed Xingke to  
8 use the “Sinco” Marks without restriction. (*See* Chee 30(b)(6) Deposition, Exhibit 3.)

9 *(iii) Mr. Cy and Mr. Liew as Employees of Xingke or the Joint Venture.*

10 As part of the joint venture, both companies acted together to hire engineers. For example,  
11 when Xingke had trouble hiring qualified engineers, SinCo stepped in and tried to recruit and hire  
12 local Singapore engineers for Xingke. Defendants Mr. Ng and Mr. Liew were hired in this  
13 manner. The initial employment agreements were executed between these engineers and SinCo,  
14 making them appearing as employees of SinCo. However, they were stationed in Xingke’s  
15 factories, controlled by Xingke, and paid by Xingke. Under the law they were therefore  
16 “employees” of Xingke, not SinCo. Because SinCo and Xingke acted in concert closely, the  
17 hired engineers could not tell the distinction between SinCo and Xingke.

18 *(iv) The End of the Joint Venture.*

19 The joint venture continued on till Xingke’s ownership experienced a change in 2016  
20 when the majority shareholder (Mr. Xu Shugong) of Defendant became very ill and wanted to  
21 retire. Eventually all shares of Xingke – including Bryan Lim’s minority shares – were sold to  
22 Jinlong Machinery & Electronics Co. Ltd (also known as KOTL) in around 2016.

23 After the ownership change, Xingke decided to shift its business strategies by spending  
24 more effort on developing and serving its own customers, and to reduce the reliance on the  
25 business from SinCo. Xingke always had the freedom to go after its own clients and indeed had  
26 its independent business since the very beginning. This means that Xingke became a major  
27 competitor of SinCo in many markets, which was the reason for the present litigation.

28 As a result, the relationship between the parties has deteriorated since 2016. SinCo for the



1 first time started to allege that Xingke was infringing its trademarks, stealing its customers,  
2 breaching various agreements, and engaging in unfair competition.

3 Despite this, SinCo still had some unfinished orders with Xingke. Because SinCo could  
4 not find a replacement factory in time, Xingke agreed to honor its promise and completed the  
5 orders for SinCo. But in early 2017, because of the lawsuits, Xingke decided to disassociate itself  
6 with Sinco Group and to rebrand itself. Xingke in 2017 changed its company English name from  
7 “Sinco Electronics (Dongguan) Co. Ltd.” to “Xingke Electronics (Dongguan) Co. Ltd.” Sinco  
8 China also filed a trademark application for the “Xingke” trademark.

9 Because the joint venture began to disintegrate in 2016 and 2017 due to the ownership  
10 change in Xingke, SinCo started to take a wide range of unfair and illegal actions as an attempt to  
11 tarnish Xingke’s reputation and interfere with Xingke’s relations with its customers, by making  
12 false reports about Xingke’s violations of environmental regulations to Xingke’s customers as  
13 well as Chinese governmental authorities. In 2017 SinCo also brought a lawsuit in China against  
14 Xingke but voluntarily dismissed its lawsuit because it lacked evidence to continue its frivolous  
15 case against Sinco China. SinCo also chose to file two separate lawsuits in the U.S. including the  
16 present action and a related State Court action.

17 (v.) *Summary.*

18 It is no surprise that Xingke was using the same marks as SinCo, since this use was  
19 *intended and indeed required* by the entities, to indicate that Sinco Group was a vast enterprise.  
20 Shortly after Xingke was sold to a third party is when SinCo, alone, claimed ownership of the  
21 Sinco marks. Of note is that the unfettered permission to use the Sinco Marks over the last  
22 decade was not reflected in any written agreement, nor was there any oversight by Sinco  
23 Singapore over the use of its mark with associated products. Moreover, the customers of SinCo,  
24 as well as Xingke are highly sophisticated large corporations who were never misled as to the  
25 origin of the goods they were purchasing.

26 Like Mr. Ng, Mr. Liew was and is an engineer working for Xingke at its factory in China.  
27 Although his employment agreement was nominally with SinCo. For purposes of this case, the  
28 individual defendants were “employed,” supervised and directed by Xingke or the venture.



**II. DISCOVERY.*****SinCo's Statement:***

Defendants' respectfully request the Court to refer to SinCo's statement, as provided in its Updated Joint Status Conference Statement [Dkt. 321].

***Defendants' Statement:***

Contrary to SinCo's statement, the rolling production commenced prior to the date promised, specifically on August 30, 2019. There were issues with the first production of documents due to errors by Defendants' e-discovery vendor, but the errors were immediately corrected for productions thereafter, and there have now been nine (9) productions totaling 257,620 pages. Defendants have retained a second e-discovery vendor (Legility) to assist in the production of documents and to address the myriad of purported issues identified by SinCo and Defendants regarding the productions to-date. These issues have been brought before the state court action and have been subject to informal discovery conferences with the state court. Defendants anticipate that these discovery issues may result in law and motion before the state court. Notwithstanding, Defendants will continue to produce documents on a rolling basis as quickly as possible and will be working with Legility regarding a production schedule for anticipated completion. In light of these discovery issues, relevant to both state and federal actions, Defendants have filed an Application to Revise the Case Management and Pretrial Order for Jury Trial and Continue Final Pretrial Conference and Trial [Dkt. 311, Dkt. 312 corrected].

Defendants have also advised SinCo of deficiencies in SinCo's production of documents, which will be addressed in the state court action before the Discovery Referee the Hon. William James Ware (Ret.), the Special Master appointed by this Court to preside over discovery issues as well [Dkt. 222].

**III. LEGAL ISSUES.*****SinCo's Issues:***

Defendants respectfully request the Court refer to SinCo's statement, as provided in its Updated Joint Status Conference Statement [Dkt. 321].

///

***Defendants' Issues:***

The most obvious legal issue is whether the actions taken by SinCo and Xingke created a “joint venture”. When the trademarks and related claims are viewed in the context of the joint venture, Xingke and other individual defendants should not be held liable for the alleged wrongdoings.

There are, however a myriad of additional legal issues to be decided. What legal standard governs whether the individual defendants or others impacted by this case are to be considered as employees of one entity or the other or the “joint venture”: US law, Chinese law or the law of Singapore?

As SinCo states: “Assuming Mr. Ng and Mr. Liew were an employee of SinCo what was the scope of their license to use the trademark? Was it limited to the scope of their employment? The further question that arises is whether the law of Singapore, China or the US governs these issues. Moreover, since the “license” is (apparently) not in writing, what law governs the terms and conditions of the “license?”

What legal standard governs the decade or more of admittedly permissive use of SinCo’s marks by entities such as Xingke? Is it the legal standard of Singapore, China or the US?

Did SinCo exercise appropriate control over the use of the “Sinco” marks for over a decade by Xingke and other entities who had permission to use the marks or is there a “naked license” to the Defendants. Did SinCo wait too long to bring this case, knowing that Xingke was using its marks?

Do Singapore or China present a forum that is more convenient for resolving the present dispute between a company of Singapore and a company of China over the acts of individuals residing in China and Singapore?

Were the highly sophisticated entities that are customers of Defendants confused by the source of the goods they were purchasing?

**IV. MOTIONS.*****SinCo's Potential Motions:***

Defendants respectfully request the Court refer to SinCo’s statement, as provided in its

Updated Joint Status Conference Statement [Dkt. 321].

***Defendants' Potential Motions:***

In the Court's Order (Docket No. 195), the Court denied a motion for leave to file a third amended Complaint by SinCo Singapore. The Court stated that only Trademark related claims would be permitted in the present case, and ruled as follows:

Accordingly, the Court conditionally DENIES Sinco Singapore's motion to amend. The denial is conditioned on Sinco China making an appearance in the state action and on Sinco China and Mr. Liew dismissing the counterclaims described above in this action (with the intent to pursue the counterclaims in the state action instead). Because Mr. Liew will be dismissing his counterclaims, Sinco Singapore's motion to dismiss his counterclaims is conditionally DENIED as moot.

As a final point, the Court notes that, although it is denying Sinco Singapore's motion to amend, it is not barring Sinco Singapore from moving for leave to make a more limited amendment so long as the proposed amendment would be consistent with the Court's ruling above

Docket No. 195, at 2-3.

Since SinCo (apparently) does not intend to make a more limited amendment, Defendants intend to move to file an amended answer to comply with the Court's directive, dismissing non-Trademark counterclaims and raising issues pertinent to defending or counterclaiming against the operative Trademark claims.

Further, Defendants have opposed Plaintiff's motion for partial summary judgment on many grounds, including that the motion should be denied because a question of fact exists as to whether Plaintiff can obtain relief or whether Plaintiff has abandoned its trademarks by licensing Defendants to use the marks without controlling the quality of goods sold (a "naked license" under trademark law). Docket No. 268 at 18-22.

Defendant Xingke Electronics (Dongguan) Co. Ltd. has also filed its Motion for Partial Summary Judgment, set to be heard on January 16, 2019. [Dkt. No. 299.] This motion requests judgement for XingKe based on the assertion that Plaintiff has abandoned its marks by permitting Defendant to sell goods using the marks without controlling the quality of goods sold, a "naked license." [Dkt. No. 299.] Defendants Cher Yong aka CY Ng and Liew Yew Soon aka Mark Liew have filed their own Motion for Partial Summary Judgment [Dkt. No. 319] of no personal

liability – issues of which are factually and substantively related to SinCo’s and Xingke’s respective pending motions for partial summary judgment, set to be heard on February 27, 2020.

Defendants have also filed an Application to Revise the Case Management and Pretrial Order for Jury Trial and Continue Final Pretrial Conference and Trial [Dkt. 311, Dkt. 312 corrected], set to be heard on February 6, 2020. Defendants have since filed a Motion to Shorten Time to Consider Motion for Administrative Relief [Dkt. 318] of its Application.

In addition, Defendants are working with Hong Kong counsel to present Letters Rogatory to the Court in order to seek compelled discovery (in Hong Kong) into the transaction that led Defendants to acquire Xingke.

#### **V. AMENDMENT OF PLEADINGS.**

##### ***SinCo’s statement:***

Defendants respectfully request the Court refer to SinCo’s statement, as provided in its Updated Joint Status Conference Statement [Dkt. 321].

##### ***Defendants’ statement:***

As stated above, the Court has indicated it will not bar SinCo from filing a “more limited amendment,” to its operative Complaint in this action. (Docket No. 195, at 2-3). SinCo does not indicate it will avail itself of this option. Therefore, as also stated above, Defendants intend to move for leave to file an amended answer to comply with the Court’s directive, dismissing non-Trademark counterclaims and raising issues pertinent to defending or counterclaiming against the operative Trademark claims.

#### **VII. EVIDENCE PRESERVATION.**

##### ***Sinco’s Statement:***

Defendants respectfully request the Court refer to SinCo’s statement, as provided in its Updated Joint Status Conference Statement [Dkt. 321].

##### ***Defendants’ Statement:***

As more fully stated above, there have now been nine productions totaling 257,620 pages,

1 and Defendants will continue to produce documents on a rolling basis as quickly as possible.

2 As also more fully stated above, SinCo has raised these discovery issues in the state court  
3 action, and the parties have brought a myriad of discovery issues before the state court. These  
4 matters will be addressed before Hon. William James Ware (Ret.) the discovery referee in the  
5 state court action in the near future. To the extent that SinCo intends to bring the same or similar  
6 issues before the Special Master in this action, the issues will also be before Judge Ware.

7 However, SinCo should be directed to raise issues regarding the production of documents in only  
8 one of the actions, not both.

9  
10 Dated: January 9, 2020

WHGC, P.L.C.

11  
12 By: /s/ Kathleen E. Alparce  
Kathleen E. Alparce

13 *Attorneys for Defendants*  
14 XINGKE ELECTRONICS (DONGGUAN) CO.,  
LTD. formerly known as SINCO  
15 ELECTRONICS (DONGGUAN) CO. LTD.,  
MUI LIANG TJOA aka ML TJOA, NG CHER  
16 YONG aka CY NG, and LIEW YEW SOON aka  
MARK LIEW

**CERTIFICATE OF SERVICE**

The undersigned hereby certify that a true and correct copy of **DEFENDANTS' SUPPLEMENTAL JOINT UPDATED STATUS CONFERENCE STATEMENT** filed through the ECF System will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated on non-registered participants on **January 9, 2020**.

Executed on **January 9, 2020**, at Newport Beach, California.

/s/ Kathleen E. Alparce  
KATHLEEN E. ALPARCE